



March 18, 2026

Sam Long, Facilities Maintenance Director
PO Box 9 117 South Main Street
Monticello, Utah 84535

cc: Mack McDonald
Robert Nieman

Via email: samlong@sanjuancounty.org
mmcdonald@sanjuancounty.org
nieman@sanjuancounty.org

**RE: Children’s Justice Center – Blanding, Utah
A-E Fee Proposal Mod 1-Mechanical**

Sam:

ajc architects and our consulting engineers have been asked to revised the mechanical design for the building. Our understanding the Scope of Work is as follows:

Scope of Work

At the Owner’s request at the end of design, it was determined that the Owner would like to relocate the proposed mechanical equipment (furnaces) currently designed to be located in the attic—to the crawl space. This requires a near full redesign of the mechanical and plumbing documents.

Services Provided

Mechanical and Architectural revisions per this new request.

Fee Proposal	\$2,840
Architecture	\$ 800
Mechanical	\$ 2,040

Please review this proposal and let us know if you have any questions or need any additional information. If acceptable, this will be Modification #1 to our Professional Services Agreement dated October 15, 2025.

Sincerely- Jill A. Jones, AIA LEED® AP BD+C
Principal Architect, **ajc architects**

Heber Slabbert, AIA
Principal Architect, **ajc architects**

Fee Approved: Modification #1 \$2,840

name signature date



Professional Services Agreement

This Professional Services Agreement (“Agreement”) is made this 4th day of August 2025, between WHW Engineering, LLC., Salt Lake City, Utah, (801) 466-4021, FAX (801) 466-8536, (“Engineer”), and

Client: AJC Architects
 Representative: Heber Slabbert
 Address: 703 East 1700 South
 City, State, Zip: Salt Lake City, UT 84105
 Phone / Email: 801.466.8818 x114

hereinafter called "Client."

PROJECT: Client engages Engineer to provide services in connection with the following described project (the “Project”):

Project Description: Children’s Justice Center
 Location: Blanding, UT

SCOPE OF SERVICES: Engineer agrees to perform the following scope of services as follows:

- See attached scope of services and excluded services.

Design Criteria and Special Conditions: Client agrees that all services not expressly included are excluded from Engineer’s Scope of Services.

COMPENSATION: Client agrees to compensate Engineer for the scope of services under this Agreement as follows:

- Provide the mechanical engineering services for a fixed fee of \$3,000.00**
- Optional: Provide fire sprinkler performance specification for a fixed fee of \$1,250.00**
- Scope Mod: Provide fire sprinkler performance specification for a fixed fee of \$2,040.00**
 Project Manager – 3 hours at \$180/hr
 Designer / Drafter – 10 hours at \$125/hr
- Total fixed fee of \$5,040.00**

The above fees are based upon the scope and criteria provided by Client. Changes in such scope or criteria shall entitle Engineer to additional compensation at its normal hourly rates. In addition to the Agreement amount, Client agrees to reimburse Engineer for expenditures reasonably made in connection with performance of services or for the benefit of the Project, including without limitation transportation and travel costs, lodging and per diem, travel time, long distance telephone, field office expenses, governmental fees, reproduction costs, visual aids for presentations required for securing approval of client or other approving authorities, postage, handling and shipping costs, computer time, expense of manuals, reports, technical bulletins, standards or other documents utilized in performance of the services under this Agreement. In addition, Client assumes full responsibility for the payment of any applicable sales, use, or value-added taxes under this Agreement, except as otherwise specified. No fee arrangement is intended or to be interpreted as contingent upon completion of the Project by Client.

ATTACHMENTS:

- Scope of Services Attachment.
- Terms and Conditions.

Client acknowledges that it has read and agrees to the Terms and Conditions and other listed documents which are incorporated herein and made a part of this Agreement.

Client:

By: _____

Title: _____ Date: _____

Engineer:

By: _____

Title: _____ Date: _____

Professional Services Proposal – Scope of Services Attachment

Proposed Scope of Work:

Provide mechanical engineering services for the Children's Justice Center project located in Blanding, UT. This shall include: load and design calculations for either proposed floor plan. Likely system is a split system furnace with LP or natural gas and DX cooling. Further systems will be evaluated with the owner and architect. Project will also include all domestic water service and DWV including roof piping. systems design shall meet or exceed code requirement. This fee is based on estimated mechanical costs based on square footage and does not include and site visits (per the owners request).

Site visits: \$1,600 each additional site visit as needed.

Scope Mod #1: Per the owners request, at the end of design it was determined that the owner would like to move the furnaces to a crawl space below the floor rather than an attic space. This requires a near full redesign on the mechanical and a lot of the plumbing.

Proposed Scope of Services:

1. Design meetings during design.
2. Design calculations for mechanical and plumbing, including mechanical portion of Comcheck.
3. Construction documents in AutoCAD or Revit as determined by client.
4. Specifications.
5. Construction administration including submittal review, and contractor's questions. No site visits are included in this proposal but there is a cost per visit if they are needed.
6. Drafting of Record drawings per Contractor's redlines.
7. Electronic pdf copies of both construction and record drawings and specifications

Additional specialty mechanical engineering services (if requested):

- Changes in scope, including but not limited to owner's revisions, additive alternates, accelerated design schedule, etc. shall be **at a negotiated fixed additional fee.**

Excluded Services:

1. Fire sprinkler design, layout, calculations, engineer's water supply analysis, etc.
2. Specialty systems equipment engineering.
3. Commissioning
4. Civil engineering, site utilities, site drainage, etc.
5. Hazardous Materials identification and removal
6. Architectural envelope Comcheck
7. LEED, Energy Star, or other certifications

WHW Engineering, LLC 2025 Hourly Rate Schedule

Project hours will be billed at the following hourly rates:

Principal Engineer	\$200.00/hr
Senior Engineer - Project Manager	\$180.00/hr
Staff Engineer	\$160.00/hr
Senior Designer / BIM Modeler	\$145.00/hr
Designer / Drafter.....	\$125.00/hr
Administrative	\$85.00/hr

TERMS AND CONDITIONS

1. AUTHORIZATION TO PROCEED. The signing of this Agreement by the Client and Engineer will serve as written authorization for Engineer to proceed with the scope of services in this Agreement. Commencement of services under this Agreement with Client's consent, or knowledge without written objection to Engineer, shall be deemed acceptance of this Agreement, and have the effect of signing the this Agreement without modification, regardless of whether actually signed by the parties.

2. EXTENT OF AGREEMENT. This Agreement, including attachments incorporated herein by reference, represents the entire integrated agreement between Engineer and Client and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be altered only by written instrument signed by authorized representatives of both Client and Engineer. This Agreement is not be construed to create any contractual relationship or rights of any kind between any persons or entities other than the Client and Engineer. This Agreement and services undertaken pursuant to this Agreement are intended solely for the benefit of Client and Engineer and not for the benefit of any third parties.

Services not expressly or implicitly included with those specified herein, as determined by Engineer, are not included or required to be performed by Engineer. If Client has declined construction administration, construction phase services, or other services offered or recommended to Client by Engineer, including without limitation site observations, submittal review, review for potential conflicts in project plans and specifications, etc., and has decided to obtain those services from another source or to forgo those services, Client hereby agrees, to the fullest extent permitted by law, to indemnify and hold harmless Engineer, its officers, directors, employees and subconsultants from any damages, liabilities and costs, including reasonable attorneys fees and defense costs, arising out of or in any way connected with Engineer's not providing such excluded services or which may have been avoided or mitigated by such excluded services.

Client shall provide to Engineer sufficient information regarding requirements for the Project, as well as any and all relevant geotechnical, structural, mechanical, chemical, air and water, pollution, and other laboratory and environmental tests, inspections and reports prepared in connection with the Project. If Engineer requires additional information to complete its services under this Agreement then Client shall supply such information reasonably requested by Engineer in writing. Information or services under the Client's control shall be furnished by Client with reasonable promptness to avoid delay in the orderly progress of Engineer's services.

3. CHANGES. Work beyond the scope of services, work resulting from changes in Project scope or criteria, or redoing any part of the Project through no fault of Engineer, or services resulting from the discovery of conditions or circumstances, or changes in scheduling or applicable laws, codes or regulations not contemplated by Engineer at the commencement of this Agreement shall constitute extra work and shall be paid for on a time and materials basis in accordance with Schedule of Charges in this Agreement, or in the absence thereof the normal rates charged by Engineer. Engineer will not perform such extra work without Client's notification and approval. In the event Engineer's work is interrupted, delayed, accelerated or otherwise impacted due to delays, accelerations, or other schedule changes, Engineer shall be compensated equitably in accordance with the Schedule of Charges attached to this Agreement, or in the absence thereof Engineer's normal rates, for the resulting additional labor or other charges for maintaining, increasing, accelerating or otherwise relating to its work force for Client's benefit.

4. PAYMENT. Client shall pay Engineer's periodic invoices for services upon receipt, without offset or other reduction. Invoices not paid within thirty (30) days of the invoice date shall be subject to interest at the rate of 1.5% per month, compounded monthly, from date of billing until paid. The invoice amounts shall be presumed to be correct unless Client notifies Engineer in writing within fourteen (14) days of receipt specifying in detail the services and amount in question. Typical billing will include progress billings to 80% of fee through the design phase and progress billings to 100% of fee through the construction phase unless otherwise agreed upon. In the event of a dispute regarding billing, Client shall pay all undisputed amounts. Payment for invoiced services shall be deemed acceptance by Client of the services for which payment is made. Client agrees to pay attorney fees and costs necessary to collect on past due accounts, whether or not suit is filed. If client fails to pay an invoice when due, Engineer may suspend all services, and withhold any and all documents, instruments, reports, and information regarding Engineer's services on any project until such invoice is paid in full and satisfactory arrangements made to ensure payment for further services, and such suspension of services shall not be a default of Engineer under this Agreement.

5. PERMITS, UTILITIES AND ACCESS. Unless otherwise stated in the Proposal, Client shall apply for and obtain all required permits and licenses. Client shall make all necessary arrangements to provide Engineer right of entry and access to the site for all equipment and personnel at no charge to Engineer. Client shall be responsible to determine and provide to Engineer the location of all underground utilities and structures in the Project area. While Engineer will take all reasonable precautions to minimize any damage to the property, Client agrees to hold Engineer harmless for any damages to any subterranean structures or any damage occurring by such access and entry by Engineer.

6. ESTIMATED COSTS. Engineer does not guarantee the accuracy of estimated costs for providing services hereunder. Any estimates of construction costs, material quantities or construction time provided by Engineer are

subject to change and are contingent upon factors beyond the Engineer's control. Engineer does not guaranty or warrant the accuracy of any such estimates. Such estimates only represent Engineer's estimate of probable costs and are only for the general guidance of Client.

7. DISPUTES. Any dispute arising hereunder shall first be resolved by taking the following steps, with each successive step taken only if the issue is not resolved at the preceding step: 1) by the technical and contractual personnel for each party performing this Agreement, 2) by executive management of each party, 3) by mediation, 4) by arbitration if both parties agree or 5) through the appropriate court located in Salt Lake County, Utah. Nothing in this Section 7 or any other provision of this Agreement shall require Engineer to engage in litigation or arbitration in a forum outside of the State of Utah. Engineer and Client shall share any arbitrator's fee and any filing fees equally. If Engineer and Client enter into arbitration, the arbitration shall be held in the county where the Project is located, unless another location is mutually agreed upon.

8. STANDARD OF CARE. Engineer shall perform its services in a manner consistent with the standard of care and skill ordinarily exercised by members of the same profession practicing under similar conditions in the geographic vicinity and at the time the services are performed. This Agreement neither makes nor intends any warranty or guarantee, express or implied.

9. INDEMNITY. Client waives any claim against Engineer, its officers, employees and agents and agrees, to the greatest extent permitted by law, to defend, indemnify, protect and hold harmless Engineer and its officers, employees and agents from any and all claims, liabilities, damages or expenses, of whatever nature, which may arise out of, or relate to, directly or indirectly, the services provided by Engineer under this Agreement, except to the extent caused by the gross negligence or willful misconduct of Engineer. All claims by Client shall be deemed relinquished unless court action is filed, in compliance with Section 7 herein, within one (1) year after substantial completion of the services which are the subject of such dispute.

10. LIMITATION OF LIABILITY. Notwithstanding any other provision of this Agreement, in recognition and equitable allocation of the relative risks and benefits to the parties under this Agreement, Client agrees to limit Engineer's and its officers, employees and agents liability due to professional negligence, any tort, breach of contract, and to any liability arising out of or relating to this Agreement, in the aggregate, the lesser of \$25,000 or the compensation to be paid to Engineer under this Agreement. This limit applies to all services on this Project, whether provided under this Agreement, any subsequent agreements, or otherwise, unless modified in writing, agreed to and signed by authorized representatives of the parties. In addition, Engineer shall not be liable for delay or any other consequential, incidental or indirect damages arising out of or relating to services performed by Engineer for Client pursuant to this Agreement or otherwise. To the greatest extent permitted by law, Client shall hold Engineer, its agents, employees and/or subcontractors harmless and indemnify same from and against any such liability in excess of the above limit. For purposes of this paragraph, costs and expenses, including attorney's fees, shall be included in determining the amount of said liability to be limited.

Client and Engineer each waive any and all claims against each other for any and all indirect, incidental, consequential, special or punitive damages arising out of or relating to this Agreement.

11. RESPONSIBILITY. Engineer is not responsible for the completion, quality, scheduling or timeliness of work or services that are dependent upon or performed by the Client or third parties not under the direct control of Engineer, nor is Engineer responsible for their acts or omissions or for any damages resulting therefrom. Client is responsible to provide all pertinent information regarding client-specified equipment and criteria for any design or other services to be performed by Engineer for Client. Engineer shall have the right to rely on any and all information provided to Engineer by or through Client or its representatives, and Engineer shall not have any duty to verify the completeness or accuracy of such information unless specifically provided and agreed herein. Client shall hold harmless, indemnify and defend Engineer as to any claims and liabilities related directly or indirectly to Engineer's use of or reliance on any such information.

12. EXCLUSIVE USE. Services provided under this Agreement, including all reports, information or recommendations prepared or issued by Engineer, are for the exclusive use of the Client for the Project specified. No other use is authorized, intended, or contemplated under this Agreement. Client will not distribute or convey Engineer's reports or recommendations to any person or organization other than those identified in the Project description without Engineer's written authorization. Client releases Engineer from liability and agrees to defend, indemnify, protect and hold harmless Engineer from any and all claims, liabilities, damages or expenses arising, in whole or in part, from such unauthorized distribution. Engineer's services are not intended to be relied upon by, or to benefit, or to give rise to any duty (contractual or otherwise) to, any party not having a direct, express and written contract with engineer providing for such reliance. Engineer makes no warranty, guaranty, express or implied, to any party.

13. FIELD REPRESENTATION. The presence of Engineer's field representative for project administration, assessment, observation or testing, will not relieve the contractor of its responsibilities for proper performance of the work and shall not be construed or relied upon as acceptance or approval of any contractor's work. Engineer's services do not include, and Engineer has not undertaken and is not responsible for, supervision or direction of the means, methods, scheduling sequences, materials or actual work of any contractor, its employees or agents. Engineer shall not be responsible for working conditions on the job site including the safety and security of persons or property. Any presence of Engineer at the Project site is merely for the purpose of observing the work being

performed for its own convenience and benefit. Engineer has not undertaken to inspect the work for the benefit or reliance of any party. Engineer is not responsible for the completion or quality of work that is dependent upon or performed by the owner or third parties not under the direct control of engineer. Engineer has not undertaken any geotechnical or site-specific investigations in performing its services. Client is solely responsible for providing such services and delivering pertinent geotechnical and site conditions information to Engineer.

14. ENVIRONMENTAL LIABILITY. Client has and shall retain all responsibility and liability for the environmental and any hazardous conditions on the site. All nonconsumed samples shall remain the property of the Client, and Client shall be responsible for and promptly pay for the removal and lawful disposal of samples, cuttings and hazardous materials, unless otherwise agreed in writing. If appropriate, Engineer shall preserve samples obtained for the Project for not longer than 30 days after the issuance of any document that includes the data obtained from those samples.

15. TERMINATION. This Agreement may be terminated by either party upon ten (10) days written notice to the other. In the event of any termination, Client shall pay for all reasonable charges for work performed to the date of termination as determined by Engineer, plus a termination adjustment fee equal to fifteen percent (15%) of the stipulated or hourly fees, as the case may be, Engineer estimates as remaining to be earned as concerning the Project at the time of termination to account for Engineer's rescheduling adjustments, reassignment of personnel and related costs incurred due to termination. Should client terminate this Agreement, Engineer reserves the right to complete such of its services and a report on the services performed to date of termination to the extent that Engineer, in its sole judgment, deems necessary to place its files in order and/or to protect Engineer's professional reputation, for which an additional termination fee to cover the cost thereof in an amount not in excess of thirty percent (30%) of the charges incurred prior to the date of termination shall be paid by Client upon Engineer's request. The limitation of liability and indemnity obligations of this Agreement shall be binding notwithstanding any termination of this Agreement.

16. ASSIGNMENT. Neither Client nor Engineer shall assign its interest in this Agreement without the written consent of the other.

17. GOVERNING LAW. This Agreement is governed by the laws of the State of Utah.

18. FORCE MAJEURE. Any delay or default in the performance of any obligation of Engineer under this Agreement resulting from any cause(s) beyond Engineer's reasonable control shall not be deemed a breach of this Agreement. The occurrence of any such event shall suspend the obligations of Engineer so long as Engineer's performance is delayed or prevented thereby. Nothing herein shall relieve Client from the obligation to pay for services fully or partially rendered by Engineer.

19. SUBCONSULTANTS. Client acknowledges that part of the services under this Agreement may be provided by subconsultants having specific expertise needed for the services hereunder. Engineer shall not be responsible for the means, methods or operative details of services performed by such subconsultants identified to Client. Engineer shall not be liable for any deficiencies in the services of such subconsultants except to the extent Engineer was negligent in the selection of such subconsultant for the specific services in question. In addition to Engineer, Client may retain the services of other consultants, contractors, and suppliers, and Engineer shall not be responsible for any action or omission of such other consultants, contractors or suppliers.

20. AUTHORITY. Each individual executing this Agreement does represent and warrant to each other so signing (and each other entity for which another person may be signing) that he or she has been duly authorized to deliver this Agreement in the capacity and for the entity set forth where he or she signs.